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14 Stone Consulting, LLC, and Jedediah Michael Feller

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28 UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

12 TRUSTEES OF THE BRICKLAYERS &
13 ALLIED CRAFTWORKERS LOCAL 13
14 DEFINED CONTRIBUTION PENSION TRUST
15 FOR SOUTHERN NEVADA; TRUSTEES OF
16 THE BRICKLAYERS & ALLIED
17 CRAFTWORKERS LOCAL 13 HEALTH
18 BENEFITS FUND; TRUSTEES OF THE
19 BRICKLAYERS & ALLIED
20 CRAFTWORKERS LOCAL 13 VACATION
FUND; BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 NEVADA;
TRUSTEES OF THE BRICKLAYERS &
TROWEL TRADES INTERNATIONAL
PENSION FUND; TRUSTEES OF THE
BRICKLAYERS & TROWEL TRADES
INTERNATIONAL HEALTH FUND; and
TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

CASE NO.: 2:15-cv-02129-APG-NJK

STIPULATED PROTECTIVE ORDER

Plaintiffs,

vs.
COMMERCIAL UNION TILE & STONE, INC.,
a Nevada corporation; VEGAS AFFORDABLE
STONE AND TILE, INC., a Nevada corporation;
STONE CONSULTING, LLC, a Nevada limited
liability company; JONATHAN WILLIAM
CANJA, individually; and JEDEDIAH
MICHAEL FELLER, individually,

Defendants.

1 Plaintiffs, Trustees of the Bricklayers & Allied Craftworkers Local 13 Defined
2 Contribution Pension Trust for Southern Nevada; Trustees of the Bricklayers & Allied
3 Craftworkers Local 13 Health Benefits Fund; Trustees of the Bricklayers & Allied Craftworkers
4 Local 13 Vacation Fund; Bricklayers & Allied Craftworkers Local 13 Nevada; Trustees of the
5 Bricklayers & Trowel Trades International Pension Fund; Trustees of the Bricklayers & Trowel
6 Trades International Health Fund; and Trustees of the International Masonry Institute (collectively
7 hereinafter “Plaintiffs”), by and through their counsel of record, The Urban Law Firm; and
8 Defendants, Commercial Union Tie & Stone, Inc. and Jonathan Canja by and through their counsel
9 of record, Aquino Law Group, Ltd.; and Defendants, Vegas Affordable Stone and Tile, Inc., Stone
10 Consulting, LLC and Jedediah Michael Feller, by and through their counsel of record, Garg Golden
11 Law Firm, hereby stipulate and request that the Court enter an order protecting the confidential
12 nature of personnel, personal, medical, and benefit information of current and former employees;
13 proprietary and/or other business information not generally known to the public or otherwise
14 reasonably ascertainable by a member of the public, including tax and financial audit documents;
15 payroll information; non-public filings and information provided to local, state, and federal
16 agencies; sensitive information implicating non-party privacy rights, including social security
17 numbers and dates of birth (hereinafter “Confidential Materials”).

18 WHEREAS, the Confidential Materials sought and to be sought by the Parties in this action
19 (the “Litigation”) may contain sensitive, confidential, financial, and/or private information as set
20 forth in the preceding paragraph; and

21 WHEREAS, the Parties wish to proceed with seeking and/or producing Confidential
22 Materials in the course of discovery with suitable assurances of confidentiality to the producing
23 party.

24 NOW, THEREFORE, in consideration of the mutual promises contained herein and
25 intending to be legally bound hereby, it is stipulated by the Parties that the above-referenced
26 documents will be produced subject to the following provisions:

27 1. If a Party produces to another Party documents of its own and/or documents secured
28 from non-parties by means of a *subpoena duces tecum* or any other means that contain Confidential

1 Materials as defined above, that a Party may designate a document, or a portion of it, as
2 “Confidential” before producing that document to the other party. Additionally, any non-party
3 that produces documents to any Party pursuant to a *subpoena duces tecum* that contain
4 Confidential Materials as defined above, may designate a document, or a portion of it, as
5 “Confidential” before producing it to the Party. Such designation shall be made by marking,
6 stamping, or typing the words “Confidential” on the document prior to producing the document.
7 Additionally, the Parties or any non-parties subject to a deposition *subpoena* may designate
8 deposition testimony as “Confidential” by orally making this designation on the record either at
9 the commencement of the deposition, at the time the testimony is given or before the end of that
10 day’s questioning. Following such designation, the court reporter shall mark “Confidential” on
11 the transcript or portion thereof containing the “Confidential” testimony. Any party or any person
12 or nonparty producing or disclosing Confidential Materials pursuant to the terms set forth herein
13 is referred to as the “Producing Party,” and the party or any person or non-party receiving or being
14 given access to Confidential Material is referred to herein as the “Receiving Party.”

15 2. Confidential Materials, designated as discussed in Paragraph 1, shall be utilized
16 only for the purposes of the Litigation and not be disclosed to any persons other than the Parties
17 to this case, counsel of record for those Parties, attorneys, legal assistants, clerical personnel, or
18 experts employed by them, or other persons to whom disclosure is necessary for purposes of the
19 Litigation, including the Plaintiffs’ auditors.

20 See order concurrently issued herewith.

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4. If at any time counsel for the Receiving Party believes in good faith that counsel
for the Producing Party has unreasonably designated certain Discovery Materials as containing
Confidential Material, or believes in good faith that it is necessary to disclose Confidential Material
to persons or non-parties, the Receiving Party may make an appropriate motion to the Court
requesting that the specific discovery materials be excluded from the provisions of this Protective
Order or be made available to other persons or non-parties. Prior to seeking such relief from the
Court, the Receiving Party shall first give the Producing Party notice in writing of the disputed
discovery materials and the reason for the challenge (or why the other person or non-party should
receive or be given access to such Confidential Material). The Producing Party (or non-party that
produced such discovery materials) shall then respond in writing stating the reasons for the
confidentiality designation and why the discovery materials should be treated as Confidential
Material as provided herein (and/or not provided to the proposed other person or non-party to
whom disclosure is requested by the Receiving Party). Counsel for the parties shall then meet and
confer to attempt to resolve the dispute informally before involving the Court. Until a motion is
filed and resolved by Court, all discovery materials designated as containing Confidential Material
shall be treated as such in accordance with this Protective Order. If no motion challenging the
designation is made, the designation shall continue in full force and effect. Unless a prompt
challenge to a designation of any discovery materials as containing Confidential Material is
necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later
significant disruption or delay of this case, a party does not waive its right to challenge a
confidentiality designation by electing not to mount an objection promptly after the original
designation is made by a Producing Party or by a person or non-party permitted to receive or be
given access to Confidential Material. However, nothing in this Section shall preclude a party to
this Protective Order from objecting to another party's challenge on the basis that the challenge
was not made within a reasonable time and, therefore, waived.

1 5. Upon completion of the Litigation, either through settlement or after trial and any
2 related appeal, the Parties shall return to the producing party from which the Confidential Materials
3 originated or destroy through a secure and reliable method, all originals and copies made of the
4 Confidential Materials, whether originals or copies are held by the specific Party, their counsel, or
5 their experts, or witnesses that may be testifying on that Party's behalf.

6 6. Any party to this case who, subsequent to the entry of this Stipulated Protective
7 Order, seeks copies of the Confidential Materials shall be provided the above-referenced
8 documents only after such party agrees to be bound by the terms of this Stipulated Protective Order
9 by signing a copy and providing it to all other parties that have executed it.

10 7. The Parties agree that any non-party that produces Confidential Materials subject
11 to this protective order has standing to seek relief from the Court to ensure compliance with
12 requirements of this protective order.

13 8. Nothing in this Stipulated Protective Order shall be construed as an admission as to
14 the relevance, authenticity, foundation, or admissibility of any document, material, transcript, or
15 other information.

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1 9. Nothing in this Stipulated Protective Order shall be deemed to preclude any party
2 from seeking and obtaining, on an appropriate showing, a modification of this Stipulated Protective
3 Order.

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5 Dated: June 28, 2016

THE URBAN LAW FIRM

6

7 By: /s/ Nathan R. Ring
Michael A. Urban, Nevada State Bar No. 3875
Nathan R. Ring, Nevada State Bar No. 12078
8 *Counsel for Plaintiffs*

9

10 Dated: June 28, 2016

AQUINO LAW GROUP, LTD.

11

12 By: /s/ Aaron A. Aquino
Aaron A. Aquino, Nevada State Bar No. 11772
13 *Counsel for Defendants Commercial Union Tie &*
Stone, Inc. and Jonathan Canja

14

15 Dated: June 28, 2016

GARG GOLDEN LAW FIRM

16

17 By: /s/ Anthony B. Golden
Anthony B. Golden, Nevada State Bar No. 9563
Dustin L. Clark, Nevada State Bar No. 10548
18 *Counsel for Defendants Vegas Affordable Stone*
and Tile, Inc., Stone Consulting, LLC and Jedediah
Michael Feller

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IT IS SO ORDERED.

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